



## CONNECTICUT DEPARTMENT OF TRANSPORTATION

### Permit Application to Operate a Food Truck at CTDOT Rest Areas and Information Centers

Pursuant to Executive Order Suspending RCSA § 14-298-248 (April 2020)

Food truck operator requesting permit \_\_\_\_\_ (**PERMITTEE**)

#### Interested Rest Area location:

- |   |   |
|---|---|
| <input type="checkbox"/> Danbury I-84 Eastbound     | <input type="checkbox"/> North Stonington I-95 Southbound |
| <input type="checkbox"/> Middletown I-91 Northbound | <input type="checkbox"/> Wallingford I-91 Southbound      |

#### Days of operation requested:

- |  |                                   |                                     |                                    |
|--|-----------------------------------|-------------------------------------|------------------------------------|
| <input type="checkbox"/> 7 days a week | <input type="checkbox"/> Mondays  | <input type="checkbox"/> Wednesdays | <input type="checkbox"/> Fridays   |
| <input type="checkbox"/> Sundays       | <input type="checkbox"/> Tuesdays | <input type="checkbox"/> Thursdays  | <input type="checkbox"/> Saturdays |

Hours of operation requested: \_\_\_\_\_

I understand that this food service activity is subject to the following terms and conditions, and failure to abide by all these conditions will cause the permit to be immediately revoked upon verbal notification by the Connecticut State Department of Transportation (Department).

As the **PERMITTEE** I agree:

1. To operate a food truck only at the rest area location, including the designated parking location, assigned by the Department.
2. To conduct activities in a safe and professional manner, and to comply with all Department conditions for the safety of the Rest Area and Information Centers and the traveling public.
3. To comply and be consistent with Governor Lamont's Executive Order No. 7N dated March 26, 2020, related to off-premise consumption of food, payment and pickup operations, and social distancing.
4. To possess and maintain a valid food truck permit or license from the licensure/permit agency of a municipality located within the county where the **PERMITTEE**'s food truck will operate.
5. To only serve/sell food and non-alcoholic beverages, and no other commodities.
6. To not place any advertisements in the rest area or anywhere within the highway right-of-way.
7. To ensure that any food truck operated by the **PERMITTEE** is self-contained and has its own sources of power and water.
8. To provide garbage receptacles, pick up any associated litter, and remove the garbage to either the

disposal area designated by Rest Area Attendants or offsite at the cost of the **PERMITTEE**.

9. To refrain from all aggressive or intimidating behavior, or any interference with freedom of movement of Rest Area and Information Center patrons or traffic, or any interference with the duties of Department personnel.
10. To conduct activity only during the date and time specified in the permit.
11. To maintain in a location visible to the food truck's patrons a signed copy of: (a) the permit (b) and the local municipal food truck permit/license when conducting the permitted activity.
12. To not use sound or voice amplification equipment.
13. To abide by all State and Federal rules and regulations governing the use of Rest Areas and Information Centers.
14. To indemnify, defend and hold harmless the Department, the State of Connecticut, its officers, representatives, agents, servants, employees, successors and assigns, for any such injury, damage, or loss that may be incurred, either directly, or as a result of said activities, and to reimburse the Department for any expenses incurred due to the performance of any activities undertaken under the terms of the permit.
15. To assume any and all liability for injury, damage or loss, including, but not limited to, injury, damage, or loss to the Department, the State of Connecticut, its property, its officers, representatives, agents, servants, employees, agents, contractors, licensees, invitees and successors and assigns, resulting directly or indirectly from the **PERMITTEE'S** activities.
16. To secure and maintain for the duration of the permit, with the Department being named as additional insured parties, the following minimum liability insurance coverage at no cost to the Department. In the event the **PERMITTEE** secures excess/umbrella liability insurance to meet the minimum requirements specified below, the Department shall be named as an additional insured.
  - a. Commercial General Liability Insurance, including contractual liability insurance, providing for a total limit of no less than One Million Dollars (\$1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million (\$2,000,000) for all damages arising out of bodily injuries to or death of all persons in all accidents or occurrences and out of injury to or destruction of property during the policy period.
  - b. In conjunction with the above, **PERMITTEE** agrees to furnish to the Department a Certificate of Insurance on the form(s) acceptable to the Department, fully executed by an insurance company or companies satisfactory to the Department, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance.

***Additional Information:***

- The Department is authorized to temporarily suspend the permit without incurring liability for any reason, including but not limited to the need to perform maintenance and/or construction is required within the limits of the assigned location.
- In order to provide enough food services during the public health and civil preparedness emergency, the Department may permit food trucks possessing a permit or license from a license/permit agency of

a municipality located outside the county where the **PERMITTEE's** food truck will operate.

- The Department retains full authority to revoke the permit without notice as it deems necessary or if the **PERMITTEE** fails to comply with any conditions of the permit, or for any public purpose, without liability to the Department.
- The permit is not assignable or transferable, either in whole or in part.
- **The permit will automatically expire** upon *the earlier of*: (1) the rescission of FHWA Enforcement Notice 05-20 dated April 3, 2020, or (2) the date of termination of the public health and civil preparedness emergency declared by Governor Lamont on March 10, 2020.

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Applicant – Print Name

Phone/Email Address

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Full Business Name and Address

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Signature

Date

Complete application and email application to **CTDOTCOVID@ct.gov**